## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Serial No.: 10/809,904

In re Application of:

Confirmation No.: 7695

Мотоуоsні OSHIMA, et al.

Group Art Unit: 3621

Filed: March 26, 2004

Examiner: Charles C. Agwumezie

For:

RECORDING MEDIUM, RECORDER, REPORDUCER, CRYPTO-COMMUNICATION SYSTEM AND

PROGRAM LICESE SYSTEM

## TERMINAL DISCLAIMER

US PATENT AND TRADEMARK OFFICE
Customer Service Window – Mail Stop AF
Randolph Building
401 Dulany Street
Alexandria, Virginia 22314

Sir:

Your petitioner, Matsushita Electric Industrial Co., Ltd., a conducting business at 1006, Oaza Kadoma, Kadoma-shi, Osaka Japan 571-8501, represents that it is the sole assignee of the entire right, title and interest in U.S. Patent Application Serial No. 10/809,904, filed March 26, 2004 as evidenced by an assignment from the inventors of the above-identified patent application. That assignment document was recorded in the U.S. Patent and Trademark Office on June 9, 1997, at Reel 008623, Frame 0039 (the Assignment of which was recorded in application Serial No. 08/849,486 filed June 9, 1997, now U.S. Patent 6,081,785.). Your petitioner, Matsushita Electric Industrial Co., Ltd., hereby disclaims the terminal part of any patent granted on the above-identified application, which would extend beyond the expiration

date of petitioner's commonly owned U.S. Patent No. 6,885,629 and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent No. 6,885,629, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors or assigns.

In making the above disclaimer, petitioner does not disclaim the terminal part of any patent granted on the above-identified application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of the prior patents, as presently shortened by any terminal disclaimer, in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned is an attorney of record authorized to act on behalf of the assignee.

Serial No.: 10/809,904

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Respectfully submitted,

Date: September 16, 2008

Roger W. Parkhurst Reg. No. 25,177 Attorney of Record

STEPTOE & JOHNSON LLP 1330 Connecticut Ave., N.W. Washington, D. C. 20036 (202) 429-6415

Attorney Docket No. 28951.2011 C11



AUGUST 25.

PARKHURST, WENDEL & BURR, L ROGER W. PARKURST 1421 PRINCE STREET, SUITE ALEXANDRIA, VA 22314-2805



UNITED STATES DEPARTMENT OF COMMERCE Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER OF PATENTS AND TRADEMARKS Washington, D.C. 20231



UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

PARKHURST WENDER ST

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 06/09/1997

REEL/FRAME: 8623/0039

NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

OSHIMA, MITSUAKI

DOC DATE: 05/24/1997

ASSIGNOR:

GOTOH, YOSHIHO

DOC DATE: 05/29/1997

ASSIGNOR:

TANAKA, SHINICHI

DOC DATE: 06/02/1997

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KOISHI, KENJI

DOC DATE: 05/29/1997

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DOC DATE: 05/29/1997

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DOC DATE: 05/29/1997

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MATSUSHITA ELECTRIC INDUSTRIAL CO., LTD.

1006, OAZA KADOMA

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8625/0039 PAGE 2

SERIAL NUMBER: 08849468

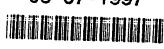
PATENT NUMBER:

FILING DATE: 06/09/1997

ISSUE DATE:

TARA WASHINGTON, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

08-07-1997



FREC'D PCT/PTO 09 JUN 1997 08/849468

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**PATENT** 

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of

Mitsuaki OSHIMA et al.

Serial No.: New Application

Filed: June 9, 1997

+ EC1201 6/52/1883 NCFUAJEO 00000093 00048409

For: OPTICAL DISK, OPTICAL RECORDER, OPTICAL REPRODUCER, CRYPTOCOMMUNICATION SYSTEM AND PROGRAM LICENSE SYSTEM

## ASSIGNMENT TRANSMITTAL LETTER

Honorable Commissioner of Patents and Trademarks Washington, D.C. 20231

Sir:

• • • •

08/849,468

Please record the attached Assignment in the name of the assignor and the assignee as indicated below and return the original document to the undersigned.

Name of Conveying Party(ies):

Mitsuaki OSHIMA; Yoshiho GOTOH; Shinichi TANAKA; Kenji KOISHI; Mitsurou MORIYA; Yoshinari TAKEMURA.

2. Name and Address of Receiving Party(ies):

MATSUSHITA ELECTRIC INDUSTRIAL CO., LTD. 1006, Oaza Kadoma, Kadoma-shi, Osaka 571 JAPAN.

- 3. Execution Date of Assignment: May 29 and June 2, 1997.
- 4. If this Assignment is being filed together with a new application, the execution date of the application is: May 29 and June 2, 1997.

5. Total number of applications and patents involved: 1.
All correspondence should be addressed to:

Roger W. Parkhurst
PARKHURST, WENDEL & BURR, L.L.P.
Suite 210
1421 Prince Street
Alexandria, VA 22314-2805.

The Assignment recordation fee (\$40.00) is covered by our attached Check Number 9221.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Total number of pages including cover sheet, attachments and document 3.

If there should be any questions concerning the amount of the fee or should our check become detached, please debit or credit our Deposit Account Number 16-0331 as needed in order to effect proper filing of the attached document.

Respectfully submitted,
PARKHURST, WENDEL & BURR, L.L.P.

6/9/97

Roger W. Parkhurst Registration No. 25,177 Lawrence D. Eisen Registration No. P-41,009

Attorney Docket No. MEIC:011
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1421 Prince Street, Suite 210
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Telephone: (703) 739-0220

8,84		ASSIGNMENT ()	
	• •	(1) Mitsuaki OSHIMA (5) Mitsurou	MORIYA
(1-8)	insert Name (e) of Inventor (e)	(2) Yoshiho GOTOH (6) Yoshinari	
	anata (a)	(3) Shinichi TANAKA (7)	
		(4) Kenji KOISHI (8)	
		la consideration of the sum of one dollar (\$1.00) a valuable considerations paid to each of the undersigna agree(s) to assign, and hereby does assign, transfer and a	
(0)	insert name of Assignee	MATSUSHITA ELECTRIC INDUSTRIAL CO	LTD.
(10)	insert address of Assigna	1006, Oaza Kadoma, Kadoma-shi, Osaka 571 JAPAN.	
(11)	insert identification of invention, such as Title, Case Number or Foreign Application Number	(hereinafter designated as the Assignee) the entire right, the United States, its pertinctes, dependencies and possession, and all applications for pertent and any Letters Pagranad therefor, knows as 'OPTICAL DISK, OPTICAL REPRODUCER, CRYPTOCOMMUNICAL REPRODUCER, CRYPTOCOMMUNICAL AND PROGRAM LICENSE SYSTEM  (Case No.	CATION SYST
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Name of Inventor

- Name of Inventor

Date .

Date June 2, 1997 Witness

Date

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